

## **EXHIBIT 5**

C.N.RAMACHANDRAN NAIR, J.,  
-----  
Spl. Jurisdiction Case No.3 OF 2006  
-----  
Dated this the 4<sup>th</sup> day of December 2006

ORDER

Since respondents 1 and 2 have expressed difficulty to furnish Bank guarantee, registry is directed to receive the payment in the form of Bankers' cheque in favour of the Registrar General for the said amount. Registry will keep the amount in deposit pending further orders in the matter. Respondents 1 and 2 can make payment in the rupee equivalent of the dollar amount mentioned in the order at the prevailing rate. Time for payment is extended till 9<sup>th</sup> of this month. As and when amount is deposited in court, arrest of the vessel <sup>will</sup> stand lifted and vessel can ~~be~~ <sup>be</sup> ~~released~~ <sup>released</sup>.

*[Signature]*  
C.N. Ramachandran Nair, J.

*[Signature]*  
(True Copy)

*[Signature]*  
Assistant Registrar

## IN THE HIGH COURT OF KERALA AT ERNANULAM

Present:

The Honourable Mr. Justice C.N. Ramchandran Nair

Monday 4th day of December, 2006/13th Agrayayana 1928

SPJC. No. 2/2006 R

## PETITIONER:

Forbes Gokak Ltd., Indira Gandhi Road, W/Island, Kochi-682 003, rep: by its Senior Manager,  
Mr. Venikta Subramanian, aged 47 years, S/o V. Mahadevan.

Vs-

## RESPONDENTS:

1. M.V. "BLUE STAR", a motor vessel flying the flag of St. Kitts and Nevis and registered at the port of Basseterre together with her hull, tackle, engines, machinery, apparel, equipment, stores, articles, and things and other paraphernalia, presently lying in the port and harbour of Mumbai, rep: by its Master now within Indian Territorial waters.
2. Novstar Shipping & Marine Service Co. LLC, P.O. Box 39510, Dubai-U.A.E.
3. The Deputy Conservator, Mumbai Port Trust, Mumbai.

\* Addl. R4 Impleaded.

\* Addl. R4: Superintendent of Customs, (Prev), M & P Wing, P.N.P. Jetty, Charentax Port, Shahabai Post Poynas, Taluka-Alibag, Dist-Raigad, Maharashtra-402 108.

Is Impleaded Addl. R4 as per order dtd. 27.11.06 in IA No. 1694/2006.

SPJC praying inter alia that in the circumstances stated in the affidavit filed along with the SPJC, the High Court be pleased to arrest and detain the 1st respondent vessel until further orders and direct the 3rd respondent to detain the 1st Respondent vessel MV 'Blue Star' now within the territorial waters of India, and berthed at Mumbai Port and not to permit the vessel from entering the Port limits till the respondents 1 & 2 furnish security for the amount of US \$ 95,857.725 (Indian Rupees 5 Lacs 45 thousand 350 pending the petition, in the interest of justice.

This petition again coming on for orders upon perusing the petition and the affidavit filed in support of SPJC and this Court's order dtd. 11.11.06 and upon hearing the arguments of Mr. V. Mahadevan Advocate for the petitioner and M. M. Syam Kumar for R1 and R2, and Mr. John Varghese for Addl. R4, the court passed the following:

P. S. O.

msv/-

## **EXHIBIT 6**

BEFORE THE HONOURABLE HIGH COURT OF KERALA, ERNAKULAM

Sp.J.C.No. 3 OF 2006

Forbes Gokak,  
Vs.  
M/s. "Elite Star" & 2 ocs.

Defender  
Respondents

COUNTER AFFIDAVIT OF RESPONDENTS 1&2

M/s. K.P. Vijayan V. 133  
V.M. Syamkumar S.1016  
C.B.Sumadevi S 709  
Kripa Elizabeth Mathews 4307  
Counsel for the Respondents 1&2

## BEFORE THE HONOURABLE HIGH COURT OF KERALA, ERNAKULAM

Sd.J.C.No. 3 OF 2006

Forbes Gokak

Petitioner

vs.

M.V. "Blue Star" &amp; J ors.

Respondents

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Dated this

day of January 2007

Counsel for the Respondents 1&amp;2

BEFORE THE HON'BLE HIGH COURT OF KERALA AT ERNAKULAM

Sp.J.C. No. 3 of 2006.

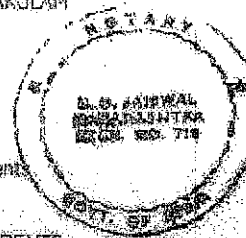
Horbas Gokak Ltd.

Vs.

M.V. "Blue Star" & 2 others

.. Petitioner

.. Respondents



COUNTER AFFIDAVIT FILED BY THE 1<sup>ST</sup> AND 2<sup>ND</sup> RESPONDENTS

I, A. Z. Mookhtiar, aged 45 yrs S/o Zainul Mookhtiar Indian Inhabitant residing at De Sylva House, 1<sup>st</sup> Floor, 18, Chapel Road, Bandra (W), Mumbai - 400 050 do hereby solemnly affirm and state as follows:

1. I am the duly Constituted Attorney of the 2<sup>nd</sup> Respondent in the above Sp.J.C. I am aware of the facts of the case as revealed by records. I am competent to swear to the contents of this affidavit on behalf of the 1<sup>st</sup> Respondent also.
2. At the very outset it is respectfully submitted that these Respondents hereby challenge the very maintainability of the Sp.J.C. *inter alia* on the question of jurisdiction. This counter affidavit is filed by the Respondents raising the said specific ground of maintainability as a preliminary issue and seeking dismissal of the special jurisdiction case, vacating of the Order of Arrest dated 14<sup>th</sup> November, 2006 and seeking release and / or refund of the security put up by the Respondents. It is respectfully prayed that this Counter affidavit being filed for the said limited purpose may not be treated as voluntary submission to the Jurisdiction of this Hon'ble Court.
3. The brief facts relevant for appreciating the issues raised in the present Counter affidavit are as under:

- (a) The Petitioner has filed this Sp.J.C. purportedly raising a claim of United States Dollars 85,857,728 towards alleged supplies of bunkers to the 1<sup>st</sup> Respondent Vessel at the port of Khorfakkan. The ship m.v "Blue Star" and her Owners Novstar Shipping and Marine Services LLC., are admittedly foreign parties. On the Petitioner's own averments, it is apparent that the Vessel was at Mumbai discharging cargo into barges destined for Dharamtar at the time of institution of the present case and the Application of arrest. By





2

By an ex-parte Order dated 14<sup>th</sup> November, 2006, this Hon'ble Court ordered the arrest and detention of the 1<sup>st</sup> Respondent vessel and permitted its release only on furnishing of a Bank Guarantee for USD 83,303.10 in favour of the Deputy Conservator, Mumbai Port Trust. Further a condition was imposed upon the Petitioner to furnish (within two days from the date of the Order) a Bank Guarantee in the sum of Rs. 5,00,000/- in favour of the Registrar General of this Hon'ble Court, to cover the loss and hardship to the Shipping Company in the event of the Petitioner failing to prove its case.

- (b) By a further Order dated 4<sup>th</sup> December, 2006 passed by this Hon'ble Court, the Order of 14<sup>th</sup> November, 2006 was modified to the extent that these Respondents were inter alia granted liberty to put up security in the form of Bankers cheque for the rupee equivalent of USD 83,303.10 in favour of the Registrar General of this Hon'ble Court and the Registrar General was directed to keep the amount in deposit pending further orders in the matter.
- (c) On 6<sup>th</sup> December, 2006, an Interim Application was moved for securing the release of the vessel after depositing security by way of a Bankers cheque in the sum of Rs. 37,12,819.16 (being the rupee equivalent of USD 83,303.10 at the prevailing rate of 1 USD = Rs. 44.57) in favour of the Registrar General of this Hon'ble Court by these Respondents without admission of liability and without prejudice to their rights and contentions, more particularly that this Hon'ble Court had no jurisdiction to entertain the present case, that the Order of arrest is without jurisdiction and the purported claim of Petitioner is untenable in law.
- (d) By Order dated 6<sup>th</sup> December, 2006, this Hon'ble Court was pleased to release the 1<sup>st</sup> Respondent vessel from arrest and direct the Registrar General of this Hon'ble Court to send communications to the Deputy Conservator, Mumbai Port Trust and the Commissioner of Customs, Mumbai about the compliance of interim order and the approval of this Hon'ble Court for release of the 1<sup>st</sup> Respondent Vessel.

4. At the outset, as and by way of a preliminary objection, it is respectfully submitted that this Hon'ble Court has no jurisdiction to entertain, try and dispose off the





present case. The Petitioner has averred in the Petition that at all material times, the 1<sup>st</sup> Respondent Vessel has been lying at the Port and Harbour of Mumbai. Hence, admittedly, the 1<sup>st</sup> Respondent Vessel has at all relevant times been outside the territorial jurisdiction of this Hon'ble Court. The Petitioner's alleged cause of action i.e., supply of bunkers at the Port of Khorfakkan (a foreign Port), as also on the Petitioner's own averments (which are denied), has also allegedly accrued outside the jurisdiction of this Hon'ble Court. The 2<sup>nd</sup> Respondent is also an entity incorporated under Foreign Laws and is situated wholly outside India. In these circumstances it is respectfully submitted that since neither of these Respondents are situated within the jurisdiction of this Hon'ble Court nor has the cause of action arisen within the jurisdiction of this Hon'ble Court, this Hon'ble Court has no jurisdiction to entertain or try the present case.

5. In the aforesaid context, it is submitted that even under the Constitution of India, the High Court is empowered to issue writs, order and / or directions only throughout the territories over which it exercises jurisdiction. For a High Court to exercise admiralty jurisdiction it is a necessary pre-requisite (to found jurisdiction) that the Vessel is within the local limits of the concerned High Court at the time of initiation of proceedings. It is submitted that the exercise of Admiralty jurisdiction by a High Court is circumscribed and / or restricted to its territorial jurisdiction. This is also necessitated and / or demanded by public policy i.e., that the High Court must exercise jurisdiction including admiralty jurisdiction over territories in respect of which it has been established as otherwise it would result in a chaotic situation where various High Courts would exercise jurisdictions concurrently over all the territorial waters of India resulting in conflicting decisions.

6. Pertinently, in the present case, there is no dispute that both Respondent 1 and 2 against whom relief is sought are situated outside the jurisdiction of this Hon'ble Court. The alleged cause of action i.e., the purported supplies and / or alleged non-payment has arisen outside the jurisdiction of this Hon'ble Court. Hence, on the

Petitioner's own showing. It is apparent that this Hon'ble Court has no jurisdiction to entertain and try the case. The Special Jurisdiction case is therefore required to be rejected and these Applicants pray accordingly.

7. Without prejudice to the aforesaid, it is submitted that even otherwise the Petitioner's alleged claim is ex-facie untenable in law, this is for the following reasons:-

- (a) The Petitioner's alleged claim is for payment of sum of USD 85,857.728 for bunkers allegedly supplied to the 1<sup>st</sup> Respondent Vessel by its alleged physical suppliers i.e. Oil Marketing & Trading International LLC. (Oil Marketing). The Petition and the documents filed therewith, (Exhibit - P1) allege that the supply was effected at the request of one Cockett Marine Oil Ltd. (hereinafter referred to as Cockett Marine) allegedly the Agents of one Cross World M.E. U.A.E (hereinafter referred to as Cross World), who at the relevant time were the alleged Time Charterers of the 1<sup>st</sup> Respondent Vessel. Hence, on the Petitioner's own showing the supply of bunkers was not even made by the Petitioner, but by a third party i.e. the said Oil Marketing. The alleged Contract for the supply of bunkers is (without admitting) on the Petitioner's own showing, between the Petitioner and the said Cross World and / or Cockett Marine. In the circumstances, there is no Contract for the supply of bunkers with either the 1<sup>st</sup> Respondent Vessel and / or her Owners i.e. the 2<sup>nd</sup> Respondents. Consequently: (i) there is therefore admittedly no privity of Contract between the Petitioner's and the 1<sup>st</sup> Respondent Vessel and / or her Owners i.e. the 2<sup>nd</sup> Respondent; (ii) no supplies have been made by the Petitioner to the 1<sup>st</sup> Respondent Vessel at the instance of the 2<sup>nd</sup> Respondent. Hence, the Petitioner is not entitled to maintain the present case;
- (b) Further on the Petitioner's own averments the said Oil Marketing allegedly supplied bunkers at the request and instance of Cross World's alleged agents, Cockett Marine. The Petitioner can not proceed against the 1<sup>st</sup> and the 2<sup>nd</sup> Respondents for alleged supplies not requested for by these Respondents. Since, no such personal liability exists, the present Jurisdiction case is not maintainable and liable to be dismissed;

Without prejudice to the above, even otherwise the Petitioner is not entitled to sue for the alleged supply of the said bunkers as the same were not supplied by the Petitioner but by one Oil Marketing. There is no pleading that the Petitioners have paid the said Oil Marketing. The Petitioners have therefore no entitlement to raise the alleged claim. Furthermore, the Bunker Delivery Notes (annexed at Exhibit - P1) indicate that the alleged delivery of bunkers was subject to the General terms and conditions of Oil Marketing & Trading International LLC and not these Respondents. Hence, (i) the Petitioners themselves have not paid for the bunkers, and (ii) the Petitioners have themselves not supplied the said bunkers. The Petitioner has no title to the said supplies and have no locus to institute and / or maintain the Special Jurisdiction case. In the absence of proof of payment to the said Oil Marketing & Trading International LLC, the Petitioners have no right and / or entitlement to invoke the Admiralty jurisdiction of this Hon'ble Court, file the present Petition *in rem* against the Vessel in respect of the alleged supplies.

(d) In any event no action *in rem* can lie against the Vessel for the following reasons:

- a. There is no Contract between the Petitioners and these Respondents. The 1<sup>st</sup> Respondent Vessel, at the relevant time was on a Time Charter to Cross World and therefore the alleged supplies were at the request of the Time Charterers. The assertion that the request by Cross World or their Agents was authorized by the Owners of the Vessel is completely bald and unsubstantiated. In any event the same is denied.
- b. Further, the reliance on Section 70 of the Indian Contract Act is completely misconceived as the said statute has no application to the alleged supplies effected in Khoratkan at the request of a Foreign Company i.e. Cockett Marine to a Foreign Flag Vessel. Without prejudice to the foregoing, in any event the entitlement under Section 70 of the Contract Act would be only qua Cross World and / or Cockett Marine.

(c) Without prejudice to the above, it is further submitted that no benefit has been derived by these Respondents from the alleged supplies made to the time Charterer under the Time Charter Party dated 23<sup>rd</sup> November, 2005. The said Charter Party was a Time Charter Party in the Baltime form. A copy of the said Charter Party is annexed and marked EXHIBIT R2 (A) hereto. The Charterers not only failed to pay the Charter Hire to the tune of USD 236849.67 under the Charter Party but in fact abandoned the Vessel at the Port of Umm Qasr in Iraq. As against the quantity of bunkers provided by the Owners to the Charterers at the time of delivery under the Time Charter dated 23<sup>rd</sup> November, 2005 (i.e. 120 MT of IFO and 12 MT of MGO) at the time of her repossession only a quantity of 19.50 MT of IFO and a quantity of 0 MT of MGO was on board. Hence, the 2<sup>nd</sup> Respondent has not received, any benefit of the bunkers supplied to the Charterers.

8. It is respectfully submitted that because of that above So.J. C. preferred by the Petitioners which is nothing but a misuse of process of law initiated with the mala fide motive of putting economic duress on these Respondents and to unjustly enrich there from, the 1<sup>st</sup> respondent vessel happened to be detained during the period 14.11.2005 to 6.12.2006. Over and above the fact that the schedule of the vessel was disrupted which has a snowballing effect leading to huge financial liabilities by way of loss of Charter Hire to the sum of USD 119,465, huge expenses had to be incurred by these Respondents under various heads including idling costs. The loss thus suffered by these Respondents till date has been computed at USD 25670.13 during the period of Arrest of the Vessel. Although the Vessel was under arrest from 14.11.2005 to 08.12.2006, these Respondents have conservatively assessed their losses only from the date on which the Vessel completed discharge post Arrest i.e. from 21.11.2006 till the date of release of the Vessel i.e. 08.12.2006, for a period of 16 days. These Respondents crave leave to add to and / or augment their loss on a detailed computation thereof at a later stage. However for the purposes of this Application, the loss so assessed comprises of the following:-

(a) Bunkers of 33.90 MT consumed from 21.11.2006 till 08.12.2006 at a cost of USD

637 per MT aggregating to USD 21594.30;

(b) Fresh Water of 74 MT consumed between the period 21.11.2006 to 08.12.2006 at a

cost of USD 10 per MT aggregating to USD 740;

(c) P & I premium and H & M premium per day X 16 days at USD 172.58 per day

aggregating to USD 2766.03;

(d) Lube Oils consumed at 370 litres between the period 21.11.2006 to 08.12.2006 at a

cost of USD 1.51 per litre aggregating to USD 569.80, totaling to USD 25670.13.

A detailed tabulation of the said losses is summarized in an Annexure produced as

EXHIBIT R2 (B).

The consumption of Bunkers, Lube Oils and Fresh Water is evident from an extract of the Deck and Engine Log Books of the Vessel, which extract is annexed hereto as EXHIBIT R2 (C). The Invoice raised for supply of Fresh Water and Fresh Water Receipt is annexed as EXHIBIT R2 (D) & (E) respectively and the confirmation statement as of 30.11.2006 of the supplier, Khorkaliba Marine Services, of Fresh Water supplied to the vessel is annexed hereto as EXHIBIT R2 (F). These Respondents submit that in addition to the aforesaid losses, these Respondents have suffered losses by way of proportionate Crew Wages during the period of Arrest estimated at USD 13000; Provision for 22 Crew Members on board at USD 1750; communication expenses to the sum of USD 500 as also legal costs, all of which these Respondents crave leave of this Hon'ble Court and reserve their right to claim from the Petitioners.

9. In the circumstances aforesaid, the Applicant submits that the arrest of the Vessel is without jurisdiction, wrongful, illegal and misconceived. The Petitioner's purported

*[Handwritten signature]*



claim is untenable and is any event not maintainable in rem against the 1<sup>st</sup> Respondent Vessel.

10. Hence, these Respondents submit that they are also entitled for the following reliefs:

- (a) The Special Jurisdiction case No. 3 of 2006 filed by Petitioner's be dismissed and / or rejected by this Hon'ble Court.
- (b) The Order of Arrest dated 14<sup>th</sup> November, 2006 passed by this Hon'ble Court be vacated.
- (c) The Registrar General of this Hon'ble Court be forthwith directed to refund to the Constituted Attorney of these Respondents the security put up for obtaining the release of the Vessel.
- (d) The Petitioner be ordered and directed to pay to these Respondents the sum of USD 23670.43 (or its Indian currency equivalent at Rs. 11,69,017.72 p at the exchange rate of 1 USD = Rs. 49.54p) as costs and damages on account of wrongful arrest.
- (e) In the alternative to (d) above, the Registrar General of this Hon'ble Court be directed to retain the security put up by the Petitioner in terms of this Hon'ble Court's Order dated 14<sup>th</sup> November, 2006, as security for these Respondents' costs and damages till the conclusion of the Respondents' separate action before the appropriate forum seeking damages for wrongful arrest of the 1<sup>st</sup> Respondent Vessel.

11. These Respondents submit that they are entitled to the aforesaid reliefs in the facts and circumstances of the case. The issues raised in this Counter affidavit are substantially issues of law, not involving any disputed facts and can be conveniently and properly adjudicated upon at the threshold. It is therefore just, necessary, convenient and in the interest of justice that the issues of jurisdiction and maintainability be determined as preliminary issues. For the reasons set out hereinbefore, these Respondents have an excellent case / defence on merits and the




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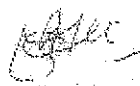
case of the Petitioner is ex-facie untenable and devoid of any merits. The arrest of the 1<sup>st</sup> Respondent Vessel (at the instance of the Petitioner) is not only wrongful but also grossly negligent and/or malicious entitling these Respondents to compensatory costs. The balance of convenience is also in favour of these Respondents for grant of reliefs as prayed.

12. For these and other grounds to be urged at the time of hearing it respectfully prayed that this Hon'ble Court may be pleased to dismiss the above Sp. J. C. with Compensatory costs to these Respondents as claimed above, as also vacate/revoke the order of Arrest dated 14<sup>th</sup> November, 2006 passed by this Hon'ble Court and consequently direct the Registrar General of this Hon'ble Court to forthwith refund to the Constituted Attorney of these Respondents the security put up for obtaining the release of the Vessel.

13. Irreparable loss and injury will be caused to these Respondents if the said prayer is not granted.

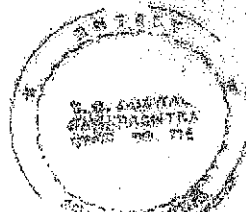
Dated this the 1<sup>st</sup> day of January, 2007.


Identified by me:  
  
**DR. D. K. KARAN**  
 ADVOCATE  
 Commonwealth Building,  
 3rd Floor, 2-4 Oak Lane,  
 Port Moller - 400 032

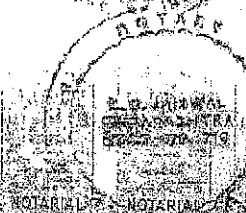
  
 DEPONENT  
 CONSTITUTED ATTORNEY OF 2<sup>ND</sup> RESPONDENT

Solemnly affirmed and signed before me by the Deponent who is personally known to me on this the \_\_\_\_\_ day of January, 2007 in my office at Mumbai.

Notary BEFORE ME



  
**E. D. JAISWAL**  
 ADVOCATE, HIGH COURT &  
 ROYALTY, GOVT. OF INDIA  
 21, SAILKELA, KALLISH, MADRAS,  
 DENRIVIA (W), 401 262  
 81ST, THANE, INHABITANT



## EXHIBIT - R2(A)

<b>Shipowner</b> ADVANCED OCEAN SHIPPING P.O. BOX 45000, DUBAI, U.A.E., ORIENTAL HOUSE, BANK STREET, DUBAI, DUBAI, U.A.E.		THE MARITIME AND INTERNATIONAL MARITIME CONFERENCE (TIME) CHARTER PARTY (M.T. CHARTER PARTY) CODE NAME: "BALTIME 1994" 40-5 PART 1	
<b>Owner / Place of business</b> NOVSTAR SHIPPING & MARINE SERVICES CO. LLC, DUBAI, U.A.E.		<b>Charterer / Place of business</b> CROSSWORLD M.E. Sharjah, U.A.E.	
<b>Vessel's name</b> MV "BLUE STAR"		<b>GRY/NET</b> 6168/3046	
<b>Tonnage</b> 5400 (3972 GRT)		<b>10 Tonnage</b> 5400 (3972 GRT)	
<b>11 Tonnage</b> 5400 (3972 GRT)		<b>12 Tonnage</b> 5400 (3972 GRT)	
<b>13 Tonnage</b> 5400 (3972 GRT)		<b>14 Tonnage</b> 5400 (3972 GRT)	
<b>15 Tonnage</b> 5400 (3972 GRT)		<b>16 Tonnage</b> 5400 (3972 GRT)	
<b>17 Tonnage</b> 5400 (3972 GRT)		<b>18 Tonnage</b> 5400 (3972 GRT)	
<b>19 Tonnage</b> 5400 (3972 GRT)		<b>20 Tonnage</b> 5400 (3972 GRT)	
<b>21 Tonnage</b> 5400 (3972 GRT)		<b>22 Tonnage</b> 5400 (3972 GRT)	
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<b>77 Tonnage</b> 5400 (3972 GRT)		<b>78 Tonnage</b> 5400 (3972 GRT)	
<b>79 Tonnage</b> 5400 (3972 GRT)		<b>80 Tonnage</b> 5400 (3972 GRT)	
<b>81 Tonnage</b> 5400 (3972 GRT)		<b>82 Tonnage</b> 5400 (3972 GRT)	
<b>83 Tonnage</b> 5400 (3972 GRT)		<b>84 Tonnage</b> 5400 (3972 GRT)	
<b>85 Tonnage</b> 5400 (3972 GRT)		<b>86 Tonnage</b> 5400 (3972 GRT)	
<b>87 Tonnage</b> 5400 (3972 GRT)		<b>88 Tonnage</b> 5400 (3972 GRT)	
<b>89 Tonnage</b> 5400 (3972 GRT)		<b>90 Tonnage</b> 5400 (3972 GRT)	
<b>91 Tonnage</b> 5400 (3972 GRT)		<b>92 Tonnage</b> 5400 (3972 GRT)	
<b>93 Tonnage</b> 5400 (3972 GRT)		<b>94 Tonnage</b> 5400 (3972 GRT)	
<b>95 Tonnage</b> 5400 (3972 GRT)		<b>96 Tonnage</b> 5400 (3972 GRT)	
<b>97 Tonnage</b> 5400 (3972 GRT)		<b>98 Tonnage</b> 5400 (3972 GRT)	
<b>99 Tonnage</b> 5400 (3972 GRT)		<b>100 Tonnage</b> 5400 (3972 GRT)	

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 by authority of the 8th and 10th National Conference, Conference 1994, etc.

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# "BALTIMORE 1994" UNIFORM TIME - CHARTER (Box 1, dated 1994)

It is agreed between the party mentioned in Box 1  
that the vessel named in Box 2 of the  
charter party is to be chartered by the party  
named in Box 3 and of indicated horse  
power as stated in Box 4, carrying about the  
number of tons as indicated in Box 5 on  
Board of Trade summer freeboard inclusive of  
bunkers, stores, provisions and boiler water, having, as  
per builder's plan a cubic feet, tonnage capacity  
as stated in Box 6, exclusive of permanent bunkers  
which contain about the number of tons  
stated in Box 7, and fully loaded capable of  
steaming about the number of knots indicated in  
Box 8 in good weather and smooth water on a  
consumption of about the number of tons per  
week-end IFC+MDO stated in Box 9 now in  
possession as stated in Box 10 and the party named in  
Box 11 as Charterers in Box 12, as follows:

## 1. Period/Part of Delivery/Time of Delivery

The Charterer and the Charterers hire the Vessel  
for a period of the number of calendar months  
indicated in Box 13, from the time and date  
indicated in Box 14, until the time and date  
indicated in Box 15, at the place port  
indicated in Box 16, in such available state when  
the Charterers hire the Vessel, as the Charterers  
may direct, and being in every way fitted for  
ordinary cargo service.

The Vessel to be delivered at the time indicated  
in Box 18.

## 2. Trade

The Vessel to be employed in lawful trades for  
the carriage of lawful merchandise only between  
good and safe ports or places where she can  
safely lie always afloat within the limits stated in  
Box 17.

No live stock nor inflammable or  
dangerous goods (such as acids, explosives, oilseeds,  
carbide, ferro-alloy, naphtha, mineral oil, tar,  
or any of their products) to be stowed.

## 3. Owners to Provide

The Owners to provide and pay for all provisions  
and wages, for insurance of the Vessel, for all  
deck and engine room stores and materials not in  
a thoroughly efficient state in hull and machinery  
during service.

The Owners to provide one winchman per hatch  
if hoisted when required, or if the stowage  
refuse or are not permitted to work with  
the crew, the Charterers to provide and pay  
qualified stowage winchman.

## 4. Charterers to provide

The Charterers to provide and pay for all stores  
including galley, oil, oil for water for boilers,  
port charges, pilotages, (whether compulsory or  
not), canal dues, dues to local authorities, dues to  
the Master, Officers or Crew, and dues to  
other dues and charges, including any foreign  
general dues, dues to state taxes, also all dues  
harbour and damage dues at the ports of  
delivery and re-delivery unless incurred through  
cargo carried before delivery or after re-delivery,  
agency fees, commissions, dues to arrange and pay  
for loading, lashing, stowage including damage  
and shifting boards except flag and already on

## PART II

## TIME - CHARTER (Box 1, dated 1994)

broad, unloading, weighing, lashing and delivery  
of cargo, surveys of hatches, meals supplied to  
officers and men in their berths and all other  
charges and expenses whatsoever including  
detention and expenses through quarantine (including  
cost of inspection and disinfection).  
All ropes, slings, and special rigging as usually  
used for loading and discharging and any special  
gear, including special ropes, heavy sea chains  
required by the custom of the port for mooring  
to be for Charterers' account. The Vessel to  
be fitted with ladders, derricks, winches and  
other runners capable of handling lifts up to 2  
tons.

## 5. Bunkers

The Charterers at the port of delivery and the  
Owners at port of re-delivery to take over and pay  
for all bunkers and IFC+MDO remaining in the Vessel's  
bunkers at current prices at the respective ports.  
The Vessel to be re-delivered with not less than  
the number of tons and not exceeding the  
number of tons and IFC+MDO in the Vessel's  
bunkers stated in Box 18, see c. 37.

## 6. Hire

The Charterers to pay as hire the rate stated in  
Box 19 per 15 days, commencing in accordance  
with Clause 1, until the re-delivery to the Owners.  
Payment.

Payment of hire to be made in cash, in the  
currency stated in Box 20, without discount, every  
15 days, in advance, and in manner prescribed  
in Box 21.

In default of payment, the Owners to have the  
right of withdrawing the Vessel from the service  
of the Charterers, without notice and without  
without interference by any court or any other  
authority whatsoever, and without prejudice to  
any claim, the Owners may either when have on the  
Charterers under the Charter.

## 7. Re-delivery

The vessel to be re-delivered at the expiration  
of the Charter in the same good order as when  
delivered to the Charterers (fair wear and tear  
excepted) at an ice-free port in the Charterers'  
options of the place or within the range stated in  
Box 17, between 06.00 and 06.00 and 06.00  
and 06.00 on Saturday, but the day of re-delivery  
shall not be a Sunday or legal holiday.  
Notice.

The Charterers to give the Owners not less than  
ten days' notice at which port and on about  
which day the Vessel will be re-delivered.  
Should the Vessel be ordered on a voyage by  
which the Charter period exceeded the  
Charterers to have the use of the Vessel to  
enable them to complete the voyage, provided it  
could be reasonably calculated that voyage  
would allow re-delivery about 15 days prior to  
the termination of the Charter, but for any time  
exceeding the termination date the Charterers to  
pay the market rate if higher than the rate  
stated in Box 19.

## 8. Cargo Space

The whole beam and portion of the Vessel,  
including shell deck, except to be at the  
Charterers' disposal, securing proper and sufficient  
space for the Vessel's Master, Officers, Crew,  
cabin, special furniture, provisions and stores.



BALTIMORE 1909" UNIFORM TIME-CHARTER (NEW LAYERS 1974)	
Measures taken by the Owners in order to	273
avoid payment of salvage, and to fix its liability	274
20. Sublet	275
The Charterers to have the option of subletting	276
the Vessel, giving due notice to the Owners, but	277
the original Charterers also go to remain responsible	278
to the Owners for the performance of the	279
Charter	280
21. War	281
(A) The Vessel unless the Charterers or the Owners	282
be first notified not to be ordered nor continue	283
at any place or on any voyage nor be used on	284
any service which will bring her within a zone	285
which is dangerous as the result of any actual	286
or threatened act of war, or hostilities, warlike	287
operations, acts of piracy or of hostility or	288
malicious damage against the or any other vessel	289
or its cargo by any person, body or State	290
whenever, revolution, civil war, civil commotion or	291
the operations of international law, nor be	292
exposed in any way to any risks or penalties whatsoever	293
consequent upon the imposition of	294
Sanctions, nor carry any goods that may in any way	295
expose her to any risks of seizure, capture,	296
penalties or any interference of any kind	297
whenever by the Government or ruling power	298
or parties or by any Government or State	299
(B) Should the Vessel approach or be brought to	300
or trade within such zone or be exposed in any	301
way to the said risks, (1) the Owners to be	302
entitled from time to time to insure their interests	303
in the Vessel and / or the against any of the risks	304
likely to be involved thereby on such terms as	305
they shall think fit, the Charterers to make a	306
refund to the Owners of the premium on demand	307
and (2) notwithstanding the limits of Clause 11	308
there to be paid for all loss and including any time	309
lost owing to loss of or injury to the Master,	310
Officers, or Crew or to the action of the Crew in	311
refusing to proceed to such zone or to be	312
exposed to such risks	313
(C) In the event of the wages of the Master,	314
Officers and Crew or the cost of provisions and	315
or repairs for deck and for engine room and / or	316
insurance premium being increased by reason	317
of or during the existence of any of the matters	318
mentioned in section (A) the amount of any	319
increase to be added to the hire and paid by the	320
Charterers on production of the Owners' account	321
thereof such account being in due form monthly	322
(D) The Vessel to have liberty to comply with	323
any orders or directions as to destination, arrival,	324
route, ports of call, stoppages, destination,	325
delivery or any other wise whatsoever given by	326
the Government of the nation under whose flag	327
the Vessel sails or any other Government or any	328
person (or body) acting or purporting to act with	329
the authority of such Government or by any convention	330
or person having under the terms of the	
charter insurance on the Vessel the right to	
give any such orders or directions	
is in the event of the nation under whose flag	
the Vessel sails becoming involved in war	
hostilities, warlike operations, revolution or civil	
commotion, both the Owners and the Charterers	
may cancel the Charter and, unless otherwise	
agreed, the Vessel to be re-delivered to the	
Owners at the port of destination or to a port named	
through the provisions of Section (A), from reaching	
or entering it, from at a near open and safe	
port at the Owners' option, after discharge of any	
cargo on board	
(E) If in compliance with the provisions of this	
clause anything is done or is not done such not	
to be deemed a deviation	
Section (C) is optional and should be considered	
deleted unless agreed according to Box 22	
22. Cancelling	
Should the Vessel not be delivered by the date	
indicated in Box 23, the Charterers to have the	
option of cancelling	
If the Vessel cannot be delivered by the cancelling	
date, the Charterers, if required, to declare	
within 48 hours after receiving notice thereof	
whether they cancel or will take delivery of the	
Vessel	
23. Arbitration	
Any dispute arising under the Charter to be	
referred to arbitration in London (or such other	
place as may be agreed according to Box 24)	
and Arbitrator to be nominated by the Owners	
and the other by the Charterers, and in case the	
Arbitrators shall not agree then to the decision	
of an umpire to be appointed by them, the award	
of the Arbitrators or the Umpire to be final and	
binding upon both parties	
24. General Average	
General Average to be settled according to York	
Antwerp Rules, 1974. Hire not to contribute to	
General Average	
25. Commission	
The Owners to pay a commission at the rate	
stated in Box 25 to the party mentioned in Box	
25 on any hire paid under the Charter and when	
such has been necessarily incurred in connection	
with the performance of the Charter and the responsibility	
for that work is to be borne by the Charterers	
or by the Charterers or by the Charterers and the	
Charterers or by the Charterers and the Charterers	
against their share of commission	
Should the port of origin be cancelled the Charterers	
the Owners to indemnify the Broker against any	
loss of commission but in such case the	
commission not to exceed the brokerage on the	
particular	



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# REVERSE CLAUSES

TO CHARTER PARTY M/V "BLUE STAR" DATED NOVEMBER 23, 2005 IN DUBAI

## CL. 26. Speed and Bunker Consumption

If, during any passage from port to port, Vessel's speed is reduced - unless caused by bad weather Beaufort Scale 4, or by required prudent action of the Master based on concern for the safety of the ship cargo or other justifiable circumstances, or in harbor, straits, or narrow water or if instructed by Charter or if bunker consumption is greater than that described, the Charterer may submit a claim to the Owner the time so lost and the costs of extra bunkers so consumed. The speed claim is to be supported by recognized weather routing service. The Owners to have the benefit of any bunker saving due to perfect speed being slower than specified speed, and such savings shall offset the speed claim. For purpose calculating bunker savings, the bunker price used shall be the last price paid. Such claim (should be their any reasons) submit to the Owners right now after completion each single voyage.

Charterers have the option to supply weather routing service to the Master and in such case Master to con with reporting procedure at all times. However, the final decision as to the route selection and navigation the vessel will be the Master's. Evidence of weather conditions will be taken from the vessel's deck logs independent weather bureau reports. However, in case of discrepancy weather routing to be final and binding on both.

## CL. 27. Cargo Gear Breakdown

If the cargo gear breaks down by reason of disrepair or insufficient power not caused by default of laborers, and if delay is occasioned thereby, the hire shall be reduced on a pro rata basis during the period such disrepair or insufficiency in relation to the number of cargo gear units available. In case if breakdown isn't repaired within 24 hrs Owners shall pay the cost of additional labor required because of breakdown, and for hiring of shore appliances, provided that Master or responsible officer of the Vessel in writing approved the same. The total cost per day payable by Owners shall not exceed Vessel's daily hire. If the Owners hire shore appliances sufficient to replace the Vessel's disabled cargo gear, then Vessel remain fully on hire. Gangs will standby and charges will be for Owners' account or gangs will be cancelled and will come on-hire only on resumption of cargo operations.

## CL. 28. Owners' Agents

While on hire and during the period of this Charter, the Owners at no extra cost to themselves can Charterers' agents at all ports of call for normal husbandry matters. For any extraordinary requirements such as crew repatriation, dry-docking, survey work and the like, Owners to be responsible for reaching arrangement to reimburse agents for their time and costs or Owner shall appoint their own agents at expense.

Owners to directly liaise with the agents and place them in funds for all their requirements.

## CL. 29. Fumigation

Expenses in connection with fumigation or quarantine ordered because of cargoes carried on port or while the vessel is employed under this charter to be for Charterers' account. Expenses in connection with other fumigation or quarantine to be for Owners' account.

## CL. 30. Communications and Gratuities

Charterers are to be charged USD 700.00 for communications per 30 days or pro rata including Master representation and the same to be included with charter hire payments.

## CL.31. Services

In addition to Master's duties to render all customary assistance ref. clause 8 in the Charter Party, the vessel day and night, if required by Charterers and all claims to be at Charterers' disposal during loading, discharging.



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RIDER CLAUSES  
TO CHARTER PARTY M/V "BLUE STAR" DATED NOVEMBER 23, 2005 IN DE

Customary assistance with the vessel's crew implicitly means all normal functions of the crew same as loading for Owners' own account and shall include, but not limited to:

- (a) Raising and lowering of cranes and rigging cranes and/or gangways in preparation for and discharging.
- (b) Opening and closing of hatches in connection with loading and discharging, local regulations permitting.
- (c) Closing and opening of hatches in the event of weather which may adversely condition of cargo carried on board during loading and discharging, local regulations permitting.
- (d) Customary supervision / Cargo Watch keeping of loading and discharging. Master is responsible for the stowage of the vessel insofar as this concerns the trim and/or stowage of the vessel.
- (e) Maintaining sufficient electric power and all cranes in good order while loading and discharging, including regular maintenance of cranes.
- (f) Shifting vessel during loading and discharging and shifting berth.
- (g) Docking and undocking.
- (h) Bunker.

If local rules, regulations or authorities do not allow the crew to assist, shore labours to be employed by Charterers at their expense. Should any loss occur to the vessel during these operations the vessel remains on hire.

CL. 32. Arrest

If the Vessel is arrested during the period of the charter by any person having or purporting to have a claim against the Owner or the Vessel or an interest in the Vessel and if delay is occasioned thereby, hire of this Charter Party shall not be payable in respect of any period while the Vessel remains under arrest. All charges caused by arrest to be fully paid by Owner. This Clause is inoperative should the Vessel be caused by any act or omission of Charterers or their agents. Owners must place the vessel in same or equivalent position as when the off hire commenced.

CL. 33. Deductions from Hire

Charterers shall have the right to deduct from hire payments the pro rata portion of the hire corresponding to any periods of off-hire actually experienced, or planned and notified by Owners (as for dry-docking), as well as any amount for Owners' account invoiced to or disbursed by Charterers, provided such deduction is supported by vouchers or other adequate documentation, including telex or facsimile statements from the Charterers. Charterers have the further right to deduct from their final payment of hire the estimated amount of disbursements for Owners' account outstanding for which vouchers have not yet reached Charterers. Vouchers supporting all deductions from charter hire are to be submitted to Owners within one month of final payment.

## RIDER CLAUSES

TO CHARTER PARTY MAY "BLUE STAR" DATED NOVEMBER 21, 2005 IN DUBAI

redelivery of the vessel for final discharge, which shall require Owner's approval.

## CL. 34. Watchmen

Expenses for compulsory watchmen are to be for the Charterer's account.

## CL. 35. Hire

In the event of payments as per clause 6 not being made on the due date (within 3 banking days after last submitted to Charterers), the Owners shall notify the Charterers in writing (fax or telex), whereupon Charterers shall make payment of the entire amount as demanded by Owners during 3 (three) days of receipt of notification from Owners, failing which Owners shall have the right to withdraw the vessel from service of the Charterers without prejudice to any claim Owners may have otherwise on the Charterers under charter party.

## CL. 36. P &amp; I Club:

Owners guarantee that the vessel shall be fully covered by P & I Club. Charterers have the benefit of cover or entry granted by the P & I Club as far as the rules permit.

## CL. 37. Bunkers

The vessel to be delivered with quantity according to the Master's Delivery Notice, and the vessel to be received with about the same quantity, but in any case sufficient to reach English port. The Charterers on delivery Owners on redelivery to take over and pay for such bunkers at follow prices: USD 2800mt for IFO-180 and USD 5140mt for MDO.

Bunker specifications:

Bunker delivered onboard should have a Certificate of Quality and comply with all specification accordance with MDO - DMA/DHX, ISO 180 - RM25/RM25. Otherwise products must be homogene and not include automotive lubricating oil, or any other waste chemicals/non fuel components which will impair the efficiency of the purification or the engine system.

## CL. 38. Joint Survey

Charterers may request that a joint survey be held at the port of delivery and redelivery in Owner's Charterer's time respectively for the purpose of ascertaining the quantity of bunkers remaining on the vessel. Expenses of such survey shall be shared equally between Owners and Charterers. Charterers to carry out condition survey.

## CL. 39. Bills of Lading

Charterers and their agents have the right to sign Bills of Lading in accordance with Mate's receipts on behalf of the Master. Charterers will be responsible for insuring that all Bills of Lading issued by them, their agents or by any sub-charterers or their agents under this charter party shall incorporate the Hague or Hague-Visby Rules or similar legislation. Neither the Charterers nor their agents shall permit the issuance of any Bill of Lading or receipts, whether or not signed on their behalf or on behalf of Owners, voluntarily incorporate the Hamburg Rules or any legislation under which the Hamburg Rules are compulsorily applicable in respect of any contract of carriage under this charter or any sub-charter.

If Owners sustain a liability arising from the application of the Hamburg Rules in circumstances where the Rules were not compulsorily applicable and where the Owners would not otherwise have sustained a liability then the Charterers shall indemnify the Owners for all loss and damage sustained thereby.

## CL. 40. Prohibition of Lien

Charterers will not suffer, nor permit to be continued beyond 2 business days, any lien or encumbrance on the vessel or its cargo.

RIDER CLAUSES  
TO CHARTER PARTY NO. "BLUE STAR" DATED NOVEMBER 23, 2005 IN DUBAI

incurred by them or their agents, which shall have priority over the title and interest of the Owners in the vessel.

**CL. 41. U.S. Anti Drug Abuse Act 1986**

A. In pursuance of the provisions of the U.S. Anti Drug Abuse Act 1986, or any re-enactment thereof, the Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and marijuana to be loaded or concealed on board the Vessel.

If despite the exercise of the highest degree of care and diligence, narcotics, drugs or marijuana are concealed onboard the vessel, the Charterers shall be liable and shall hold the Owners, the Master and the crew of the vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly for the consequences thereof. Furthermore, all time lost and all expenses incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire.

Should the vessel or any crew member be arrested, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel and crew members are released and shall at the expense put up bail to secure release of the Vessel and any crew members arrested.

The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and marijuana are found in the possession or effects of the Vessel personnel.

B. In pursuance of the provisions of sub-clause (a) above, the Owners and the Charterers warrant that they shall both become signatories to the sea Carrier Initiative agreement on signing this Charter Party or a delivery of the Vessel under this charter, whichever is earlier, and will so remain during the current Charter.

**CL. 42. Others**

The following clauses are hereby deemed to be incorporated in this Charter Party:

- Both-to-Blame Collision Clause
- Low Tension Clause
- General Hammer Clause

**CL. 43. STEVEDORES DAMAGES**

Any damage to the vessel or loss to its equipment caused by stevedores during the currency of this Charter Party shall

be reported to the Charterers or their agents, in writing, within 24 hours of the occurrence or as soon as possible thereafter but latest when the loss or damage could have been discovered by the exercise of due diligence.

The Master shall immediately endeavour to obtain written acknowledgement of the damage and liability from the stevedores and keep the Charterers properly informed of the results.

The Charterers shall pay for properly reported damages which to be in conformity with an independent official survey report. Moreover, Owners must appoint joint survey to ascertain nature/extent/cause of such damage.

Damages which are to be repaired by Charterers and do not refer to leak, water and/or affect the vessel's class or seaworthiness are to remain for occasional repair when the vessel is to dock for Owners' own account so that Charterers pay only for the actual costs as stated above but not for the time so used.

**CL. 44. Arbitration and Applicable Law**

The Charter Party shall be governed and construed in accordance with English Law and any dispute arising

**RIDER CLAUSES**  
**TO CHARTER PARTY NO. "BLUE STAR" DATED NOVEMBER 23, 2005 IN DUBAI**

out of this Charter Party shall be referred to arbitration in London in accordance with the Arbitration 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. Unless parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrator appointed shall appoint a third arbitrator, and the decision of the three-man tribunal thus constituted or two of them, shall be final. On the receipt by one party of the notification in writing of the other party's arbitrator, that party shall appoint its arbitrator within fourteen days, failing which the decision of the arbitrator appointed shall be final.

For disputes where the total amount claimed by either party does not exceed the amount of US\$ 30,000 the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.

**CL. 45. Stowaways Clause for Time Charters**

The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to Vessel by means of secreting away in the goods and/or containers shipped by the Charterers.

If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to Vessel by means of secreting away in the goods and/or containers shipped by the Charterers, this amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred including fines, shall remain on hire.

Should the Vessel be arrested as a result of the Charterers' breach of charter as described above, Charterers shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released at their expense put up bail in secure release of the Vessel.

If, despite the exercise of due care and diligence by the Owner, stowaways have gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owner's account & Vessel shall be off-hire.

Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, the Owners shall take reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail in secure release of the Vessel.

**CL. 46. CARGO EXCLUSIONS**

(a) cargoes classed 1, 2, 4, 5 and others in accordance with requirements of the vessel's Exemption Certificate  
 (b) Notwithstanding the provisions of clause 46 (a) are always excluded from shipment:  
 Radioactive products or waste, nuclear fuel, explosives, arms, ammunition, blasting caps, black powder, calcium carbide, ammonium nitrate, motorbikes, oily pieces, oily scrap, tannings, processed goods, naphtha or any of its products, pitch in bulk, asphalt in bulk, cement and cement clinker in bulk, directly reduced iron ore/iron ore pellets or briquettes, molten clay in bulk, ferrous silicon in bulk, livestock of any description, copper-zinc concentrates in bulk and all grades.

If the Charterers will intend carrying sulphur in bulk, then both fire coating of the vessel's holds & fresh water treatment after discharging is essential and are for the Charterers' account. In case sulphur cargo other than lump grade, the Charterers to be responsible for consequences that may arise in connection with.

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#### RIDER CLAUSES

TO CHARTER PARTY NYPE "BLUE STAR" DATED NOVEMBER 25, 2005 IN DUBAI

##### CL. 47. Intermediate hold cleaning

The vessel crew shall render customary assistance in cleaning cargo holds in preparation for the next cargo if required by Charterers' on the Charterers' time and risk and if not prevented by shore regulations. But cleaning to be performed provided this can be safely done, weather permitting. The Charterers shall pay if Owner US\$ 600 lumpsum per voyage including removing / disposal of dunnage, if any. In any case Owners are not responsible for passing hold survey for loading of next cargo during the entire period. The work to be done in the same efficient manner to survey standards as if the vessel was loading for the Owner's account but without responsibility and liability on part of the Owners regarding the acceptance of the vessel at a loading port if the vessel is rejected due residue of the previous cargo / as carried under this charter party.

##### CL. 48. Hold condition on redelivery :

Charterers to have the option of redelivering the vessel against paying Owners lumpsum US\$ 1,300 in lieu of hold cleaning including removal / disposal of dunnage.

##### CL. 49. Tax

All taxes on cargo and on voyage freights to be for Charterers' account, except those levied by flag of vessel.

##### CL. 50. Tallymen

Tallymen both at loading and discharging ports as and when required to be provided by Charterers at their expense.

##### CL. 51.

Owners confirm vessel has not traded to Israel, Cuba, North Korea and Vessel is not black listed by South African port authority or government.

Owners guarantee that vessel is not black listed by any of vessel's calling ports and countries under the Charter.

##### CL. 52.

Charterers have the option to load intended cargo on deck / hatch cover at Charterers' time, expense and risk in accordance with vessel's deck / hatch cover strength and stability and also bills of lading to be clause "loaded on-deck in Charterers / Shipper's / Receiver's Risk".

##### CL. 53. Good weather condition

Within the context of this Charter Party, good weather conditions are understood to mean winds maximum Beaufort Force 4. Evidence of weather conditions will be taken from the vessel's deck logs and independent weather bureau reports.

##### CL. 54. Electrical Light

The vessel to supply as and when required sufficient electric lights and lamps at all hatches and in all hold for night-work.

##### CL. 55. New Jason Clause

In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which the Shippers, Consignees or Owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and

## RIDER CLAUSES

TO CHARTER PARTY M/V "BLUE STAR" DATED NOVEMBER 23, 2006 IN DUBAI

shall pay salvage and special charges incurred in respect of the goods.

If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, Consignees or Owners of the goods to the Carrier before delivery.

## CL. 56. Both-To Blame Collision Clause

If the liability for any collision in which the vessel is involved while performing this Charter Party falls to be determined in accordance with laws of the United States of America, the following clause shall apply:

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in management of the Vessel, the Owners of the cargo carried hereunder will indemnify the Carrier against loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Owners of said cargo, paid or payable by the other non-carrying ship or her Owners to the Owners of said cargo and set off, recovered or recovered by the other or non-carrying Vessel or her Owners as part of their claim against the Carrying Vessel. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or other object, or in addition to the colliding ships or objects are at fault in respect of collision or contact. At the Charterers shall cause all Bills of Lading issued under this Charter Party to contain the same clause.

## CL. 57. General Paramount Clause

The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to all contracts. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

## CL. 58. Trades Where Hague-Visby Rules Apply

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels February 23rd, 1968 (the Hague-Visby Rules) apply compulsorily, the provisions of the latter legislation shall be considered incorporated in this Bill of Lading. The Carrier takes all reservations permitted under such applicable legislation, relating to the period before loading and after discharging and while goods are in the charge of another Carrier, and to deck cargo and live animals.

## CL. 60 Description of the vessel

Ship's name:	Blue Star
Flag:	ST. KITTS & NEVIS
Year of Build / Where:	1977 / VER SCHIFFSWERKT NEPTUN-ROSTOK, GERMANY
Type of Vessel:	GENERAL CARGO
D.W.T. (Full Summer Deadweight):	7923 MT
L.O.A. (Length Over All):	121.83 M
B.E.A.M. (Extreme):	17.60 M
Moulded Depth:	9.50
Full Summer Draft:	7.10 M



RIDER CLAUSES  
TO CHARTER PARTY M/V "BLUE STAR" DATED NOVEMBER 23, 2005 IN DUBAI

GRT/NRT:	6168/1846
P&I:	NAVIGATORS INSURANCE COMPANY, LONDON
H&M:	"ROSEN"
DECK/CK'S SWL:	#1 - 12 MT, #2,3,4 - 13 MT
HOLDS/HATCHES:	3/2
HOLDS CAPACITY GRAIN/DAIL:	16706/16697 CBM
HATCHES:	#1 - 26,6 M x 13 M, #2 - 33,3 x 13 M
MAIN ENGINE:	MAN K62, 5720HP
NEXT SS	2007
LAST DD	June 2005
Classification Society	PRS
IMO number:	7766770

SPEED AND CONSUMPTION:

IN AT SEA:

LAOEN R/M 130 - ABT 8.5 KNOTS ON ABT 10.5 MTS IFO-180 PLUS 2.5 TNS MDO  
 LADEN R/M 175 - ABT 10.0 KNOTS ON ABT 12.5 MTS IFO-180 PLUS 2.5 TNS MDO  
 IN BALLAST RPM 130 - ABT 8.5 KNOTS ON ABT 10.0 MTS IFO-180 PLUS 2.5 TNS MDO  
 IN BALLAST RPM 175 - ABT 10.5 KNOTS ON ABT 12.0 MTS IFO-180 PLUS 2.5 TNS MDO  
 MAX SPEED - RPM 185 ABT 11.0 KNOTS ON ABT 14.0 MTS IFO-180 PLUS 2.5 TNS MDO

IN PORT:

GEAR WORKING/NO WORKING IFO-180 - 5, MDO 2.5 MTS/1.5 MTS

WHEN VSL MANEUVERING OR IN/OUT PORTS OR NAVIGATING IN CONFINED WATERS / CROSSING CANALS, RIVERS, STRAITS THEN VSL'S MAIN ENGINE IS BURNING MDO. SPEED / CONSUMPTION BASED ON FAIR WEATHER DEFS AND SEA CONDITION MAXIMUM DOUGLAS SEA STATE 3.

ALL DTLS ABT AND WOC.

EXHIBIT - R 2 (B)

Vessel's Damages during arrest at Dharamtar Anchorage  
Order of Arrest dd. 14/11/2006

1	Vessel complete discharge	21.11.2006
2	Order of Release dd.	08.12.2006
3	TTL No. of days under arrest	16

**Vessel's Running Costs:****Bunker MGO**

ROR on 21.11.06 MT	49.13
ROR on 08.12.06 MT	15.29
TTL consupt	33.90
MGO cost, US\$/MT	637.00
Cost of Bunker	21,594.30

**2 Fresh Water**

ROR on 21.11.06 MT	92.00
ROR on 08.12.06 MT	18.00
TTL consupt	74.00
Fresh Water cost, US\$/MT	10.00
Cost of Fresh Water	740.00

**3 Insurance (P&I, H&M)**

P&I annual premium, US\$	48,080.00
H&M annual premium, US\$	17,100.00
Premium per day, US\$	172.86
TTL premium whilst under arrest	2,766.03

**4 Lube Oils**

ROR on 21.11.06 Ltr	1670
ROR on 08.12.06 Ltr	1300
TTL consupt	370
Lube Oil cost, US\$/Ltr	1.54
Cost of Lube Oils	569.80

<b>TOTAL DAMAGES</b>	<b>25,670.13</b>
----------------------	------------------

P.S. due to the variety of lube oils that used for different ship engines calculations made basis on average cost of 1Ltr.  
Thus, invoice of Freight System comprise delivery of 3 types of lube oils in drums, whereas average price per drum is AED 1,129 or equivalent to US\$ 308 per drum. Each drum consist approx 206Ltr. Therefore, cost of lube oil is US\$ 1.54 per 1Ltr.

True copy.

*[Signature]*  
Admiral

## AA. EXTRACTS

from DECK LOG BOOK of the mv "BLUE STAR", call signs V4DT, Port of Regist  
BASSETERRE, flag - St.Kitts&Nevis, IMO No 7706770;

- Page No 68 The 21<sup>st</sup> of November, 2006, Tuesday. The port of DHARAMTAR.

Fresh water tanks: total 92.0 mts.

- Page No 102. The 08<sup>th</sup> of December, 2006, Friday. The port of DHARAMTAR.

Fresh water tanks: total 13.0 mts.

## BB. EXTRACTS

from ENGINE LOG BOOK of the mv "BLUE STAR", call signs V4DT, Port of Regist  
BASSETERRE, flag - St.Kitts&Nevis, IMO No 7706770.

- Page No 93. The 21<sup>st</sup> of November, 2006, Tuesday. The port of DHARAMTAR.

IFO - 101.0 mts, MGO - 49.1 mts, AE sys.oil - 1670 liters  
Signed by Ch engineer.

- Page No 110. The 08<sup>th</sup> of December, 2006, Friday. The port of DHARAMTAR.

IFO - 101.1 mts, MGO - 15.2 mts, AE sys.oil - 1300 liters.  
Signed by Ch Engineer.

Confirm truth of extracts.

Master of mv "BLUE STAR"

11.01.2007

M. Romanov



TRUE COPY

*[Handwritten signature]*

EXHIBIT R.2 (5)



شركة الخدمات البحرية  
KHORKALBA MARINE SERVICES

BUNKERING - WATER SUPPLY - SHIPPING AGENCY  
Tel.: +971-6-2774977/2772948 Fax: +971-6-2774500/2777207  
Telex: 69002 KMSH LB, P.O. Box: 11824, Jbnba, Sharjah, U.A.E.  
Website: www.khorkalbamarine.com  
Email: ksmg@emirates.net.ae

No: 16767

Date: 26.10.2006

## INVOICE

M/ Ms. NO/STAR SHIPPING CO., DUBAI

Quantity	Description	U. Price	Amount
200	M/TONE FRESH WATER SUPPLIED TO M/T BLUE STAR ON 26.10.06 AT KHORFAKKAN ANCHORAGE.	USD 10.00	USD 2,000.00
			OR
			DHS 7,340.00
DIRHAMS Seven Thousand Three Hundred Forty Only			DHS 7,340.00

ACCOUNTS DEPT.

OPERATIONS DEPT.

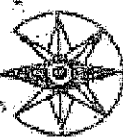
DIRECTOR

Note: This invoice is due for payment on 24<sup>th</sup> November 2006.

This is the true copy of document marked as Exh. R  
referred to in the above Counter Affidavit.

ADVOCATE

EXHIBIT R.2(E)

K  
M  
S

خوړ كالبا للخدمات البحرية  
KHORKALBA MARINE SERVICES

طريقه بريده: 11024, كالبا, شارجا, ا.م.ع.  
Tel: 00971 9 2772849, Fax: 00971 9 2777897, P.O.Box: 11024, Kalba, Sharjah, U.A.E.  
E-mail: khorkalbamarine@aol.com  
Website: khorkalbamarine.com

No. 5297

## FRESH WATER RECEIPT

Vessel: MT BLUE STAR Port: K-FAKKAN C<sup>h</sup> ANCH  
Position: 25° 22.8' N 056° 27.0' E 21.5 NM  
Flag: \_\_\_\_\_ Agent: NOUSTAR SHIPPING  
Owner: \_\_\_\_\_ Date: OCTOBER 24, 06

DESCRIPTION	QUANTITY DELIVERED	REMARKS
	TWO HUNDRED TONS	
FRESH WATER	200 TONS	

Tender Alongside: 2154 Started Discharge: 2240 Finished Discharge: 0427

RECEIVING MASTER / CH ENGINEER

Signature: \_\_\_\_\_

Name in Block Letters: \_\_\_\_\_

Ship's Stamp: \_\_\_\_\_

Tender: KHAWLA

Master's Signature: \_\_\_\_\_

Name in Block Letters: \_\_\_\_\_

Tender's Stamp: \_\_\_\_\_



This is the true copy of document marked as ENC. R  
referred to in the above Counter Affidavit.

ADVOCATE

EXHIBIT R.2 (F)

FROM: NOVSTAR

12/05/2006 10:52

2774200

PAY TO: 10097143060705

Doc. NO 0006 09:00:00

K-OKALBA MARINE SVCS

PAGE 01

To: 10097143060705  
 Attn: NOVSTAR  
 Tel: 00962 805406  
 P.O. Box: 11430  
 Jeddah, Saudi Arabia  
 Email: novstar@novstar.com



شركة كوكالبا للخدمات البحرية  
 K-OKALBA MARINE SVCS

SHIPPING AGENCY

Abdullah Alomran/ Dept.  
 Fax No: 1543700000

NOVSTAR SHIPPING  
 STATEMENT OF ACCOUNT  
 AS OF 30 NOVEMBER 2006

Date	Inv. No.	Particulars	Vessel Name	Amnt Dhs.
27.10.2006	16750	Service Boat Hire	Blue Star	2,000.00
28.10.2006	16767	Fresh Water Supply	Blue Star	7,340.00
29.10.2006	16708	Service Boat Hire	Blue Star	2,100.00
30.10.2006	16750	Equipment Hire	Blue Star	343.00
31.10.2006	16727	Equipment Hire	Blue Star	90.00
31.10.2006	16749	Service Boat Hire	Ambian Star	1,125.00
31.10.2006	16801	Service Boat Hire	Blue Star	1,875.00
31.10.2006	16821	Other Services	Blue Star	1,069.00
31.10.2006	16830	Other Services	Blue Star	4,830.00
31.10.2006	16833	Other Services	Blue Star	3,293.00
31.10.2006	16834	Service Boat Hire	Blue Star	1,875.00
31.10.2006	16835	Equipment Hire	Blue Star	444.00
01.11.2006	16844	Service Boat Hire	Blue Star	1,975.00
06.11.2006	16874	Service Boat Hire	Blue Star	1,900.00
06.11.2006	16876	Service Boat Hire	Blue Star	2,000.00
06.11.2006	16894	Equipment Hire	Blue Star	110.00
06.11.2006	16896	Other Services	Blue Star	458.50
31.10.2006	17024	Other Services	Blue Star	5,179.00
Total Amount Due To KOKAS				40,349.50

Kindly confirm the figures and arrange payment accordingly.

Thanking you,

Yours sincerely,

Novstar Shipping Services  
 Accounts Dept.

This is the true copy of document marked as Exh. R  
 referred to in the above Counter Affidavit.

ADVOCATE

TRUE COPY